



**COMMONWEALTH of VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE SERVICES**

600 East Broad Street, Suite 1300
Richmond, VA 23219

March 30, 2017

Dear Prospective Offeror:

The Department of Medical Assistance Services (DMAS or the Agency) is soliciting unsealed proposals from Virginia's Department of Small Business and Supplier Diversity (VDSBSD) certified small businesses or a state entity to provide a leadership and development training program for a select group of advanced DMAS associates who demonstrate emerging leadership qualities. DMAS will be referenced as "the Agency" and the business contractor will be referenced as "the Offeror" throughout the unsealed request for proposals. Specific details about this procurement are in the enclosed Unsealed Request for Proposals (URFP) 2017-01

Offerors must check eVA VBO at <http://www.eva.virginia.gov> for all official addenda or notices regarding this URFP. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site. The Commonwealth will not pay any costs that Offerors incur in preparing a proposal. As provided in the Virginia Public Procurement Act, the Department may reject any and all proposals received or cancel this URFP.

Potential Offerors are requested not to call this office. All issues and questions related to this URFP should be submitted in writing to the attention of Valerie Harrison, Employment and Training Manager, Human Resources, Department of Medical Assistance Services, 600 East Broad Street, Suite 1300, Richmond, VA 23219, and should be submitted by email in MS Word format to URFP2017-01@dmas.virginia.gov.

Sincerely,
Barbara Wilson
DMAS Procurement Manager

Enclosure

**UNSEALED REQUEST FOR PROPOSALS
URFP 2017-01**

Issue Date: March 30, 2017

Title: The Emerging Leaders Program of DMAS

Period of Contract: An initial period of one (1) year from award of contract, with no provisions for renewal options.

Commodity Code: 92405, 92416, 92435, 92440 & 92441

All inquiries should be directed in writing via email in MS Word Format to:
URFP-2017-01@dmass.virginia.gov

Proposal Due Date: Proposals will be accepted until **2:00 PM local prevailing time on April 11, 2017.**

Submission Method: The proposal(s) must be submitted in an envelope or box and addressed as follows:

“URFP 2017-01 Unsealed Proposal”
Department of Medical Assistance Services
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219
Attention: Barbara Wilson

Facsimile Transmission of the proposal is not acceptable.

This solicitation is set-aside for award priority to DSBSD-certified small businesses due to designation as “Small Business Set-Aside Award Priority” or to a state entity. DSBSD-certified small businesses also include DSBSD-certified women-owned and minority-owned businesses when the Offeror has received the DSBSD small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Unsealed Request for Proposal **URFP 2017-01** and pursuant to all conditions imposed herein or incorporated by reference, the undersigned proposes and agrees, if awarded this contract, to furnish the services contained in their proposal.

| | |
|--|---------------------------|
| Firm Name (Print) | F.I. or S.S. Number |
| Address | Print Name |
| Address | Title |
| City, State, Zip Code | Signature (Signed in Ink) |
| Telephone: | Date Signed |
| Fax Number: | Email: |
| eVA Registration Offeror Number (Required) : | eVA #: |
| State Corporation Commission ID Number (Required) : (See Special Terms and Conditions) | SCC ID#: |
| Dun & Bradstreet D-U-N-S Number (Required) : | DUNS#: |
| Check Applicable Status: Corporation: _____ Partnership: _____ Proprietorship: _____ Individual: _____ Woman Owned: _____ Minority Owned: _____ Small Business: _____ If Department of Minority Business Enterprises (DMBE) certified, provide certification number: _____ | |

Submit this completed form with Technical Proposal under Required Forms

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1.0 REQUEST

The Department of Medical Assistance Services (DMAS or the Agency) is soliciting proposals from another state entity or a Virginia Department of Small Business and Supplier Diversity (VDSBSD) business contractor to provide a leadership and development training program to a group of DMAS associates. This solicitation is set-aside for award priority to DSBSD-certified small businesses due to designation as “Small Business Set-Aside Award Priority.” DSBSD-certified small businesses also include DSBSD-certified women-owned and minority-owned businesses as long as the business contractor has received the DSBSD small business certification. For purposes of award, Offerors shall be deemed small businesses if certified as such by DSBSD on the due date for receipt of bids/proposals. DMAS will be referenced as “the Agency” and the business contractor will be referenced as “the Offeror” throughout the unsealed request for proposals.

1.1 PURPOSE

DMAS is continuing to meet the needs of the Agency through recruiting diverse talent and creating a culture for associates to grow and develop professionally. For the Agency to best meet these demands while continuing to compete for prospective hires who possess the needed knowledge, skills, and abilities, DMAS has decided to partner with a business that can help achieve leadership development for emerging Agency leaders – “Emerging Leaders.” The Agency desires to partner with a small, professional development and leadership business with the ability to deliver a series of training courses to staff over the course of ten months. The business program desired shall be based on an experiential learning model designed to allow both individual growth and professional development with a focus on ensuring the Agency’s business and operational needs and challenges are met.

The Agency is seeking a partnership in which the active involvement of the Emerging Leaders in the proposed experiential training and development activities shall be linked to the Agency’s business and operational needs and goals. Currently, the Agency’s biggest challenges stem from the need for an inspired and shared vision that establishes a path for staff growth and professional development. Secondly, the Agency aims to establish leaders with the ability to model the way in spite of new and differing environments and constant change. Third, the Agency seeks to encourage leaders to lead instead of manage, to foster collaboration and empower others to pursue their career aspirations. Fourth, is for leaders to develop the ability to create high-performing, self-aware teams with a drive to grow professionally. The Agency expects that these participants will be actively involved in a core curriculum of courses, as well as, individual development activities and group projects.

2.0 BACKGROUND

DMAS is one of thirteen agencies within the Virginia Health and Human Resources Secretariat headed by Dr. William Hazel. DMAS is led by an Agency Director.

2.1 THE AGENCY VALUES AND MISSION STATEMENT

The mission of the Agency is to provide a system of high-quality and cost effective health care services to qualifying Virginians and their families. DMAS works to ensure that program integrity is maintained in the array of preventive, acute and long-term care services it provides, and that fraud, abuse, and waste are detected and eliminated to the maximum extent possible.

DMAS encourages beneficiaries to take responsibility for improving their health outcomes and achieve greater self-sufficiency. You may view more information about the Department of Medical Assistance Services by visiting www.dmas.virginia.gov. The Agency takes pride in living up to the following core set of values: Accountability, Collaboration, Innovation, Responsiveness and Customer Service.

3.0 STATEMENT OF WORK

The Offeror must develop a ten month program to support emerging leaders in the Department. The offeror must provide DISC assessment, individualized coaching, monthly topical training modules and supporting online training modules. The group will be comprised of high-performing employees who have been identified through an internal application, nomination, and selection process. These associates will have mid-level experience in a professional, supervisory, or managerial role. The Offeror must work closely with DMAS Leadership staff.

3.1 DOMINANCE, INFLUENCE, STEADINESS, AND CONSCIENTIOUSNESS (DISC) ASSESSMENT

The Offeror must have experience and the capability of administering the DISC assessment tool. The Offeror must provide the assessment and provide results as well as individual feedback

Required milestones and deliverables are:

| Milestone | Deliverable |
|---|--|
| One week after contract execution/signing | First offsite meeting scheduled with DMAS Leadership. |
| 3 weeks prior to first offsite meeting with DMAS leadership | DMAS will provide to Offeror e-mail distribution list of 25 to a maximum of 30 staff participating in the Emerging Leaders group. |
| 1 month prior to first offsite meeting with DMAS leadership | Offeror must e-mail a unique link to the DISC assessment to the supplied participants to allow access for completion of the DISC assessment. |
| 2 weeks after emailing DISC assessment | Offeror will prepare and present: <ol style="list-style-type: none"> 1. Results of DISC assessment collected from participants at a meeting at DMAS headquarters 2. Proposed agenda to present the DISC assessment results at first training session. |
| 1 week before offsite meeting with DMAS leadership | Offeror will prepare and deliver: <ol style="list-style-type: none"> 1. Revised agenda with DMAS comments incorporated. 2. Electronic access provided to the individualized DISC assessments for each participant. 3. Training schedule for ten separate training and development sessions. 4. Suggested program topics for each session and how the overarching session topic aligns with the Agency's operational and business needs. 5. Core course syllabus based on Attachment A for each session. |

3.2 PROGRAM SESSION DESIGN

Each of the ten sessions designed by the Offeror shall be no longer than a half-day session (four hours). This will allow the DMAS leader of the month to have the remaining half of the day to present on a related Agency

topic aligned with the leader's particular area of expertise. When designing and planning each session, the Offeror shall reference the DISC assessments and DMAS leadership meetings to gain an understanding of the areas of expertise that nine DMAS leaders assigned to each training session. The Offeror must offer individualized coaching opportunities and ensure each participant has strategic career plan and the end of the program.

Required milestones and deliverables are:

| Milestone | Deliverable |
|--|--|
| 2 weeks after first offsite meeting with DMAS leadership | Begin the first of ten separate training and development sessions with the emerging leadership group as per DMAS approved agendas and session schedule. Offeror must supply associated materials and conduct the training. |
| First Session | Begin with the discussion of the emerging leadership group's DISC assessment results. |
| Session two through ten. | Comprised of nine overarching concentration topics. The Offeror must supply the associated materials and conduct the training. |
| 2 weeks after session ten completion | Schedule final wrap-up meeting with DMAS Leadership. |
| Session eleven (final) | Present to DMAS Leadership the results of the pre and post evaluation surveys performed in relation to the program. |

3.3 LOCATION

Each of the program sessions will be held at an off-site location secured by DMAS and shared with the Offeror. The selected Offeror shall include in their proposal a list of equipment such as a projector, which they will be transporting to the program sessions. The selected Offeror shall be willing to commit to open communication with a designated DMAS associate to ensure each session is set-up for seamless facilitation and the designated site location is properly set-up. The selected Offeror must arrive at least thirty minutes early to each session to ensure they are present with session materials and to set-up any additional equipment for each session. Each of the localities will be within the Richmond Metropolitan Area.

3.4 EVALUATION SURVEYS

The selected Offeror shall submit both a drafted program pre-evaluation associate survey, as well as, a program post-evaluation associate survey. The selected Offeror must be open to the Agency's feedback and agree to needed revisions in order to comply with the Commonwealth of Virginia's standards. The methodology for sharing the results of the program evaluation surveys and how the program advanced the emerging leaders shall be described in the selected Offeror's Technical Proposal.

3.5 CONTINUED LEARNING

The Agency expects the participants to have a positive transfer of learning through reflection, self-evaluation, use of work-based social network, and use of a combination of learning formats which includes current relevant technology. Interval learning (based on mobile reinforcement) delivered periodically, ideally a few minutes daily, to enhance retention and application of classroom skills to job performance. The Offeror must describe in the Technical Proposal how the continued learning aspect of this program will be met.

4.0 PERFORMANCE PERIOD

The performance period will begin at contract execution/signing and complete ten months later. The Offeror must meet periodically with the leadership development team to assess program development and delivery. This function will help the Offeror further tailor each of the development and training sessions to the additional insight and/or details provided to the Offeror throughout the program.

5.0 PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS

- 5.1 The Offeror shall provide a relevant executive summary that includes years of business experience, biographies of executive management and trainers.
- 5.2 Provide three (3) references from previous customers who have received services similar to those solicited under this URFP that clearly addresses the nature of work performed.
- 5.3 Drafted core course curriculum syllabus - Offeror must be open to Agency feedback and agree to needed revisions to comply with the Commonwealth of Virginia's standards
- 5.4 Three (3) core course curriculum session topics with descriptions utilizing template Attachment A.
- 5.5 The methods of material distribution that correlates to each module of the course curriculum.
- 5.6 Drafted program pre-evaluation associate survey
Offeror must be open to Agency feedback and agree to needed revisions to comply with the Commonwealth of Virginia's standards
- 5.7 Drafted program post-evaluation associate survey
Offeror must be open to Agency feedback and agree to needed revisions to comply with the Commonwealth of Virginia's standards
- 5.8 Methodology for sharing the results of the program evaluation surveys
- 5.9 Offeror must provide mobile application to reinforce course curricula in support of continued learning
Access must be granted to the participating group beginning session one and will continue until the contract expires.
- 5.10 All information requested in this URFP shall be submitted in the Offeror's proposal. A Technical Proposal shall be submitted and Cost Proposals shall be submitted in the Offeror's collective response. The proposals will be evaluated separately. By submitting a proposal in response to this URFP, the Offeror certifies that all of the information provided is true and accurate.
- 5.11 All data, materials and documentation originated and prepared for the Commonwealth pursuant to this URFP, belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Confidential information shall be clearly marked in the proposal and reasons the information should be confidential shall be clearly stated.
- 5.12 The Technical Proposal shall be clearly labeled "URFP 2017-01 Technical Proposal" on the front cover. The Cost Proposal shall be clearly labeled "URFP 2017-01 Cost Proposal" on the front cover. The legal name of the organization submitting the proposal shall also appear on the covers of both the Technical Proposal and the Cost Proposal.

- 5.13 The proposals shall be typed, bound, page-numbered, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins, utilizing Times New Roman font and printed on one side only. It shall be acceptable for Offerors to use a larger font size for section headings or a smaller font size for footers, tables, graphics, exhibits, or similar sections. The proposal shall be comb-bound together with a clear plastic cover and cardstock backing.
- 5.14 The proposals, whether mailed or hand delivered, shall arrive at DMAS no later than 2:00 P.M. local prevailing time on April 11, 2017. DMAS will be the sole determining party in establishing the time of arrival of proposals. Late proposals shall not be accepted and shall be automatically rejected from further consideration.
- 5.15 The address for delivery is:

Proposals may be sent by US Postal Service, Federal Express, UPS, etc. to:

Department of Medical Assistance Services
Attention: Barbara Wilson
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Department of Medical Assistance Services
Attention: Barbara Wilson
1st floor, DMAS Mailroom
600 East Broad Street
Richmond, VA 23219

DMAS reserves the right to reject all proposals. DMAS reserves the right to delay implementation of the URFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Offerors must check the eVA VBO at <http://www.eva.virginia.gov> for all official postings of addendums or notices regarding this URFP. Posting of such notices will also be done on the DMAS website at <http://dmasva.dmas.virginia.gov/default.aspx>, but the eVA VBO is the official posting site.

6.0 PROPOSAL EVALUATION CRITERIA

The broad criteria for evaluating proposals include the elements below:

| Criteria | Weights |
|--|-------------|
| 1. Experience and Qualifications | 5% |
| <ul style="list-style-type: none">• Credentials• Experience in performing services within the past year(s) most comparable to the Offeror's proposal, to include a description of the type, size, and duration of previous experience. | |
| 2. References | 10% |
| <ul style="list-style-type: none">• Provides three (3) references from previous customers who have received services similar to those solicited under this URFP that clearly addresses the nature of work performed; substantiate the Offeror's experience and qualifications and demonstrate client satisfaction. Provide relevance to each reference. Provide references' contact information. | |
| 3. Technical Proposal | 50% |
| <ul style="list-style-type: none">• Demonstration in the written proposal of the Offeror's capability, course curriculum, equipment, resources, and capacity to provide all required services described in this URFP in a timely, efficient, accurate, and professional manner.• Offeror's proposal demonstrates necessary organizational structure; sufficient staffing levels; and qualified, experienced, and trained staff necessary to successfully meet all URFP needs.• Project work plan and management approach demonstrates capability to successfully implement all URFP requirements in a timely, effective, and efficient manner.• During the periods specified in this URFP, Offeror's operational materials; reports; plans; and samples of Offeror performance demonstrate knowledge and capability to successfully meet all URFP requirements in a timely, accurate, and efficient manner. | |
| 4. DISC | 15% |
| <ul style="list-style-type: none">• Demonstrated in the proposal that the Offeror has experience and knowledge of the DISC assessment processes.• Demonstrated in the proposal that the Offeror understands that the DISC assessment process and resulting training is a collaborate effort with DMAS leadership. | |
| 5. Cost Proposal | 20% |
| <ul style="list-style-type: none">• For purposes of evaluation, the Offeror with the lowest Cost Proposal shall be identified and all other Offeror costs shall be evaluated in comparison to this price bid. | |
| Total Weight | 100% |

7.0 GENERAL TERMS AND CONDITIONS

7.1 REQUIRED CERTIFICATION AND LICENSE

The Offeror must be a small business that is certified by the Virginia Department of Small Business. The above certification will be required with submission of proposal.

7.2 VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available

for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

7.3 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Department and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternate Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.4 ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 764, as amended, as well as the Virginia Fair Employment Contracting Act of 775, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA), and any other applicable laws. If the award is made to a faith-based organization, the organization shall not discriminate against any individual of goods, services, or disbursements made pursuant to the contract on the basis of the individual’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

In every contract over \$10,000, the provisions in Sections 7.3.1 and 7.3.2. below apply:

7.4.1. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

7.4.2. The Contractor shall include the provisions of 7.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.5 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7.6 IMMIGRATION REFORM AND CONTROL ACT OF 776

By entering into a written contract with the Commonwealth of Virginia (COV), the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

7.7 DEBARMENT STATUS

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or any other federal, state or local government from submitting bids or proposals on any type of contract, nor are they an agent of any person or entity that is currently so debarred.

7.8 ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7.9 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

Failure to submit a proposal on the official State form, in this case the completed and signed RFP Cover Sheet, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

7.10 CLARIFICATION OF TERMS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Valerie Harrison URFP2017-01@dmass.virginia.gov no later than 5:00 PM Eastern Time, April 11, 2017. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.11 PAYMENT

1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e) Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be

reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a Small Business Subcontracting (SWAM) Plan is a condition to the award, shall deliver to the Department, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the Small Business Subcontracting (SWAM) Plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the Department or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

7.12 PRECEDENCE OF TERMS

The following General Terms and Conditions: *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 776, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

7.13 QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

7.14 TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.15 ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth. Any assignment made in violation of this section will be void.

7.16 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. **In any such change to the resulting contract, no increase to the contract price shall be permitted without adequate consideration, and no waiver of any contract requirement that results in savings to the Contractor shall be permitted without adequate consideration. Pursuant to Code of Virginia § 2.2-4309, the value of any fixed-price contract shall not be increased via modification by more than 25% without the prior approval of the Division of Purchases and Supply of the Virginia Department of General Services.**
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Department with all vouchers and records of expenses incurred and savings realized. The Department shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

7.17 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

7.18 INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 *et seq.* of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: statutory requirements and benefits: Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000.
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

7.19 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

7.20 DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7.21 NONDISCRIMINATION OF CONTRACTORS

A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

7.22 EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within sixty (60) days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

7.23 AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.24 SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also include DSBSD-

certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

7.25 PRICE CURRENCY

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

7.26 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

The Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 INSURANCE PROVISIONS

8.2 INSURANCE OF LIABILITY COVERAGE

The Offeror shall possess a general liability policy which contains or is endorsed to contain liability coverage for the Agency leadership and group of DMAS associates present at each of the training and performance assessment sessions provided by the Offeror. The liability coverage shall be with respect to the liability arising out of operations performed by the Offeror which is inclusive of the materials, equipment furnished in connection with the program performed by the Offeror. The coverage shall also cover any liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of those operating the program. In the event of any claims related to the contract, the Offeror's insurance shall be considered as primary payer while the participating staff employed by DMAS who maintain insurance or self-insurance shall be considered payer of last resort or in excess. Each insurance policy required by the specifications herein shall remain active and may not be cancelled or materially changed post the Offeror's proposal submission for this RFP. The Offeror must maintain the proper insurance requested herein from the time of proposal submission until thirty days post duration of the last program session. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the agreement between the Agency and the contracted Offeror.

8.3 LIMITS OF INSURANCE

The Offeror shall maintain insurance coverage limits that are no less than the following if a Virginia criterion is met. The following limits can be attained by the combination of primary and umbrella insurance policies:

- General Liability Coverage: No less than \$500,000 per occurrence for bodily injury, personal injury and property damage that includes coverage in the instance of discrimination, American Disabilities Act violations and sexual harassment.
- Employer's Liability Coverage and Workers' Compensation: If the Offeror has more than three employees, both full and part-time, then no less than \$500,000 per accident of bodily injury or disease.
- (optional) Professional Errors and Omissions Liability Coverage: No less than \$500,000 per occurrence.

9.0 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

9.1 AUDIT

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment. The Department, its authorized agents and/or state auditors shall have full access to and the right to examine any of said materials during said period. All known audits and audit discrepancies must be settled before the records can be destroyed.

9.2 AWARD

Selection shall be made *of two or more* Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Department shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

9.3 CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9.4 REMEDIES FOR VIOLATION, BREACH, OR NON-PERFORMANCE OF CONTRACT

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with state or federal laws or regulations the following remedies may be imposed.

9.4.1 Procedure for Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department shall notify the Contractor in writing of the nature of the noncompliance. The Contractor shall remedy the noncompliance within a time period established by the Department and the Department shall designate a period of time, not less than ten (10) calendar days, in which the Contractor shall provide a written response to the notification. The Department may develop or may require the Contractor to develop

procedures with which the Contractor shall comply to eliminate or prevent the imposition of specific remedies.

9.4.2 Remedies Available To the Department

The Department reserves the right to employ, at the Department's sole discretion, any and all remedies available at law or in equity, including but not limited to, payment withholds and/or termination of the contract.

9.5 PAYMENT

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and be operationally ready to begin work by the implementation date established by DMAS. Upon approval of the Contractor's operational readiness and a determined start date, DMAS shall make payments as described in Section XIII of this RFP.

Each invoice submitted by the Contractor shall be subject to DMAS approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS

9.6 IDENTIFICATION OF PROPOSAL ENVELOPE

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror

Due Date /Time

Street or Box Number

City, State, Zip Code

RFP Number

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror assumes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9.7 REFERENCES

Offeror shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

| ORGANIZATION | ADDRESS | CONTACT PERSON | TELEPHONE |
|--------------|---------|----------------|-----------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |

9.8 OBLIGATION OF CONTRACTOR

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel its proposal or to relief of any other nature because of its misunderstanding or lack of information.

9.9 INDEPENDENT CONTRACTOR

Any Contractor awarded a contract under this RFP will be considered an independent contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

9.10 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance specific to this contract shall become the sole property of the Commonwealth. DMAS shall have open access to the above. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

9.11 EVA ORDERS AND CONTRACTS

The solicitation/contract will result in one (1) purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

9.12 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to *Code of Virginia*, § 2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Attachment XIX - State Corporation Commission Form). Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, Shall not be conclusive of the issue and Shall not be relied upon by the Contractor as demonstrating compliance.

9.13 SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Department. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Department with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

9.14 SEVERABILITY

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. DMAS and Contractor further agree that in the event any provision is deemed an invalid part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.to this RFP.

9.15 E-VERIFY PROGRAM

Pursuant to *Code of Virginia*, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

ATTACHMENT A
URFP 2017-01
Core Course Curriculum Session Design
Offeror Company Name:

I. Session Information

- a. Overarching Session Topic (*aligned to syllabus*):
- b. Subtitle of Session:
- c. Session Description:
- d. Session Teaching/Learning Style:
- e. Icebreaker [*yes or no*]:

II. Session Description

- a. Why is [*insert topic*] important for emerging leader associates to learn?
- b. How does [*insert topic*] relate to leadership development?
- c. Why should emerging leader associates learn about [*insert topic*] in order to develop into an effective leader?

III. Learning Objectives

- a. What do you hope emerging leader associates will learn about [*insert topic*]?
- b. List three short statements, related to [*insert topic*], indicating what conceptual information or skill set each emerging leader associate should be able to apply at work from this session.
- c. What method of teaching will be utilized to achieve the above objectives? (*i.e. experiential; scenario-based*)

IV. Activities

- a. Will you coordinate an ice breaker activity at the beginning of the session?
- b. Will you implement hands-on activities to demonstrate the rationale for the learning objectives?
- c. Will you utilize multi-media to deliver the content within the session (*i.e. video through You Tube; images to download through WebEx*)?